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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:) Chapter 11
SUNEDISON, INC., *et al.*¹) Case No. 16-10922 (SMB)
Debtors.) Jointly Administered
)

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's tax identification number are as follows: SunEdison, Inc. (5767); SunEdison DG, LLC (N/A); SUNE Wind Holdings, Inc. (2144); SUNE Hawaii Solar Holdings, LLC (0994); First Wind Solar Portfolio, LLC (5014); First Wind California Holdings, LLC (7697); SunEdison Holdings Corporation (8669); SunEdison Utility Holdings, Inc. (6443); SunEdison International, Inc. (4551); SUNE ML 1, LLC (3132); MEMC Pasadena, Inc. (5238); Solaicx (1969); SunEdison Contracting, LLC (3819); NVT, LLC (5370); NVT Licenses, LLC (5445); Team-Solar, Inc. (7782); SunEdison Canada, LLC (6287); Enflex Corporation (5515); Fotowatio Renewable Ventures, Inc. (1788); Silver Ridge Power Holdings, LLC (5886); SunEdison International, LLC (1567); Sun Edison LLC (1450); SunEdison Products Singapore Pte. Ltd. (7373); SunEdison Residential Services, LLC (5787); PVT Solar, Inc. (3308); SEV Merger Sub Inc. (N/A); Sunflower Renewable Holdings 1, LLC (6273); Blue Sky West Capital, LLC (7962); First Wind Oakfield Portfolio, LLC (3711); First Wind Panhandle Holdings III, LLC (4238); DSP Renewables, LLC (5513); Hancock Renewables Holdings, LLC (N/A); EverStream HoldCo Fund I, LLC (9564); Buckthorn Renewables Holdings, LLC (7616); Greenmountain Wind Holdings, LLC (N/A); Rattlesnake Flat Holdings, LLC (N/A); Somerset Wind Holdings, LLC (N/A); SunE Waiawa Holdings, LLC (9757); SunE MN Development, LLC (8669); SunE MN Development Holdings, LLC (5388); SunE Minnesota Holdings, LLC (8926); and TerraForm Private Holdings, LLC (5993). The address of the Debtors' corporate headquarters is 13736 Riverport Dr., Maryland Heights, Missouri 63043.

**CERTIFICATE OF NO OBJECTION REGARDING JOINT MOTION OF
TERRAFORM GLOBAL, INC. AND THE ALDRIDGE DEFENDANTS FOR AN
ORDER GRANTING LIMITED RELIEF FROM THE AUTOMATIC STAY**

The undersigned counsel hereby certifies that on August 22, 2017, TerraForm Global, Inc. and the Aldridge Defendants² filed and served the *Joint Motion of TerraForm Global, Inc. and the Aldridge Defendants for an Order Granting Limited Relief from the Automatic Stay* (the “Motion”) (Docket No. 3928).

The undersigned counsel further certifies that the notice to the Motion set a deadline of September 5, 2017 at 4:00 p.m. (prevailing Eastern time) for receipt of objections to the Motion (the “Objection Deadline”), and that the Objection Deadline has not been extended.

The undersigned counsel further certifies that as of the date hereof, no objection to the Motion has been received. Undersigned counsel certifies that he has reviewed the docket in this case and no objection or responsive pleading to the Motion appears thereon, other than the *Debtors’ Response in Support of Joint Motion of TerraForm Global, Inc. and the Aldridge Defendants for an Order Granting Limited Relief from the Automatic Stay* (Docket No. 3992). In accordance with Rule 9075-2 of the Local Bankruptcy Rules for the Southern District of New York, this certificate is being filed at least forty-eight (48) hours after expiration of the deadline for parties to file and serve any objection or responsive pleading to the Motion.

Accordingly, it is respectfully requested that the Court enter the proposed form of order, a copy of which has been attached hereto as Exhibit A.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion (as defined below).

Dated: September 7, 2017
New York, New York

/s/ John L. Hardiman

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Counsel for TerraForm Global, Inc.

EXHIBIT A

Proposed Form of Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:) Chapter 11
SUNEDISON, INC., *et al.*,) Case No. 16-10992 (SMB)
Debtors.) (Jointly Administered)
)

**[PROPOSED] ORDER GRANTING
LIMITED RELIEF FROM THE AUTOMATIC STAY**

WHEREAS, on May 20, 2016, this Court entered two “Order Granting Debtors’ Motion for Order Pursuant to Bankruptcy Code Sections 105 and 362, Bankruptcy Rule 4001, and Local Bankruptcy Rule 4001-1 Authorizing Modification of the Automatic Stay, to the Extent Applicable, to Allow for Reimbursement and/or Payment of Defense Costs Under Directors’ and Officers’ Insurance Policies” [Docket Nos. 367 and 368] (the “First Reimbursement Orders”);

WHEREAS, on June 29, 2017, this Court entered the “Order Granting Debtors’ Motion for Order Pursuant to Bankruptcy Code Sections 105 and 363(B), and Bankruptcy Rules 6004 and 9019, Authorizing and Approving D&O Mediation Settlement Agreement and D&O Insurance Cooperation Agreement” [Docket No. 3453] (the “Second Reimbursement Order” and together with the First Reimbursement Order, the “Reimbursement Orders”);

WHEREAS, the Second Reimbursement Order modified the automatic stay, to the extent applicable, to permit the D&O Insurers¹ to pay and/or reimburse any settlements by

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Second Reimbursement Order or the Joint Motion of TerraForm Global, Inc. and the Aldridge Defendants for an Order Granting Limited Relief from the Automatic Stay.

TerraForm Power, Inc. (“TERP”) and TerraForm Global, Inc. (“Global”) from insurance in connection with some or all of the Specified Claims (as defined in the D&O Insurance Cooperation Agreement), including the Chamblee and Aldridge Settlements (as defined below), up to an aggregate amount of \$32 million, without prejudice to the rights of any party to seek further relief from the Court with respect to the Specified Claims;

WHEREAS, on June 29, 2017, TERP and certain of its former officers and directors, along with plaintiff John Chamblee (individually and on behalf of all others similarly situated), entered into a Memorandum of Understanding to resolve the action captioned *Chamblee v. TerraForm Power, Inc. et al.*, No. 16-cv-08039 PKC (S.D.N.Y.) (the “Chamblee Settlement”), which is pending in the United States District Court for the Southern District of New York, for \$14.75 million (the “Chamblee Settlement Amount”), of which \$13.625 million is to be paid by the D&O Insurers;

WHEREAS, on July 15, 2017, Global, individual defendants Peter Blackmore (“Blackmore”), Christopher Compton (“Compton”), Jack F. Stark (“Stark”) and Hanif Dahya (“Dahya” and together with Blackmore, Compton and Stark, the “Aldridge Defendants”), and plaintiff Jason Aldridge (derivatively on behalf of Global) entered into a Stipulation of Settlement and Compromise to resolve the action captioned *Aldridge v. Blackmore, et al.*, C.A. No. 12196-CB (Del. Ch.) (the “Aldridge Settlement”), which is pending in the Court of Chancery of the State of Delaware, for \$20 million (the “Aldridge Settlement Amount”);

WHEREAS, the D&O Insurers have acted in good faith, with respect to other insureds having an interest in the proceeds of the ABC Tower, in negotiating the Chamblee and Aldridge Settlements;

WHEREAS, the Second Reimbursement Order entered by this Court has already authorized payment by the D&O Insurers under the ABC Tower of the \$13.625 million required from them for the Chamblee Settlement;

WHEREAS, the Second Reimbursement Order entered by this Court has already authorized payment by the D&O Insurers under the ABC Tower of up to \$18.375 million of the \$20 million required for the Aldridge Settlement;

WHEREAS, the Second Reimbursement Order permits any party to seek further relief from the Court with respect to the Specified Claims, including the Aldridge Lawsuit; and

WHEREAS, the Court finds that payment by the D&O Insurers under the ABC Tower of the remaining \$1.625 million required for the Aldridge Settlement is appropriate.

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. In addition to the prior \$32 million previously authorized by this Court under the Second Reimbursement Order to be paid by the D&O Insurers from the ABC Tower for settlement of *Chamblee* and *Aldridge*, the Court hereby authorizes payment by the D&O Insurers from the ABC Tower of the additional \$1.625 million needed for settlement of *Aldridge*. The automatic stay imposed by Bankruptcy Code section 362, to the extent applicable, is hereby modified to permit this payment by the D&O Insurers.

2. Any D&O Insurer providing funds under the ABC Tower for settlement of *Chamblee* and *Aldridge* pursuant to the terms of this Order and the Second Reimbursement Order is acting in good faith with respect to all the insureds under the ABC Tower and no insured or other party may bring an action against any such D&O Insurer asserting that such payment or the negotiation of the settlements of *Chamblee* or *Aldridge* was in bad faith or does

not reduce the limits of the ABC Tower by the amount of the payment made by the D&O Insurer towards these settlements.

3. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation or enforcement of this Stipulation and Order.

Dated: _____, 2017
New York, New York

Stuart M. Bernstein
United States Bankruptcy Judge